

FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT (this “**Amendment**”) is made and entered into as of the ___ day of April, 2014, but is effective as of March 1, 2014, at 7:00 a.m. Central Daylight Time (the “**Effective Time**”), by and between Black Elk Energy Offshore Operations, LLC, a Texas limited liability company (“**Seller**”) and SandRidge Energy Offshore, LLC, a Delaware limited liability company (“**Purchaser**”). Seller and Purchaser are sometimes hereinafter referred to individually as a “**Party**” and collectively as the “**Parties**”.

WHEREAS, The Parties entered into that certain Purchase and Sale Agreement dated as of March 13, 2014 (the “**PSA**”) whereby Seller agreed to sell and transfer to Purchaser the Assets, as defined in the PSA. Any capitalized terms used herein which are not otherwise defined herein shall have the meanings given them in the PSA;

WHEREAS, subsequent to the execution of the PSA, the Parties have determined that the description of the Assets, as same appear on Exhibit A-1 to the PSA, erroneously included the following described Federal Unit (the “**WD 30 Field Unit**”):

WD 30 Field I Sand, Reservoir A (I RA SU): Unit No. 14-08-0001-11736. Unit Area - 385.03 ac. Parts of leases OCS-00367, OCS-G 1067 and OCS-G 01332, West Delta Area, Block 32.

WHEREAS, the Parties desire to amend Exhibit A-1 to the PSA to remove the description of the WD 30 Field Unit that was erroneously included therein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, and the mutual agreements and promises herein contained, Seller and Purchaser hereby agree as follows:

Exhibit A-1 to the PSA is revised to the extent necessary to exclude all references to the WD 30 Field Unit, to the same extent and with the same force and effect as if same had never been included in the description of the Assets reflected on said Exhibit A-1.

Except as amended by this Amendment, the PSA has not been modified and remains in full force and effect in all respects.

THIS AMENDMENT AND THE LEGAL RELATIONS BETWEEN THE PARTIES SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAWS OTHERWISE APPLICABLE TO SUCH DETERMINATIONS. JURISDICTION AND VENUE WITH RESPECT TO ANY DISPUTES ARISING HEREUNDER SHALL BE PROPER ONLY IN HARRIS COUNTY, TEXAS, AND THE PARTIES HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY OBJECTION THEY MAY NOW HAVE OR HEREAFTER

HAVE TO THE LAYING OF VENUE OF ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AMENDMENT BROUGHT IN SUCH COURTS OR ANY DEFENSE OF INCONVENIENT FORUM FOR THE MAINTENANCE OF SUCH DISPUTE.

This Amendment may be executed in counterparts and each such counterpart shall be deemed an original agreement for all purposes.

IN WITNESS WHEREOF, this Amendment has been duly executed and delivered by the duly authorized representative of each Party as of the date first hereinabove written, but shall be effective for all purposes as of March 13, 2014, the execution date of the PSA.

SELLER:

Black Elk Energy Offshore Operations, LLC

By: 

John G. Hoffman

President and Chief Executive Officer

PURCHASER:

SandRidge Energy Offshore, LLC

By: 

James A. Crocker

Land Manager & Senior Legal Advisor